

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

ADP Inc Dealer Services Group, *et al.*,

Plaintiffs,

v.

Case No. 2:05cv269

Gene Johnson Chevrolet-Olds Inc.,

Judge Michael H. Watson

Defendant.

ORDER

This matter is before the Court upon Plaintiffs' Motion for Entry of Default Judgment and Default Judgment. (Doc. 14) The Clerk entered default against Defendant Gene Johnson Chevrolet-Olds, Inc. on July 13, 2005. (Doc. 21)

Federal Rule of Civil Procedure 55(b)(1) provides:

When the plaintiff's claim against a defendant is for a sum certain or for a sum which can by computation be made certain, the clerk upon request of the plaintiff and upon affidavit of the amount due shall enter judgment for that amount and costs against the defendant, if the defendant has been defaulted for failure to appear and is not an infant or incompetent person.

Plaintiff ADP, Inc. Dealer Services Group ("ADPDS") has submitted an affidavit which states that due to Defendant's breach of the Master Services Agreement, ADPDS is entitled to \$181,934.96 in damages under the Agreement. (Doc. 14, Ex. A, Tony Graham Aff.) Plaintiff ADP Commercial Leasing, LLC ("ADPCL") has submitted an affidavit which states that as a result of Defendant's default under the Master Equipment Lease Agreement, ADPCL is entitled to \$81,241.82 for past due and future rental payments to


be due and owing for the balance of the term of that agreement. (Doc. 14, Ex. B, Kenneth W. Schlegel Aff.)¹

Therefore, Plaintiffs' claims against Defendant are for a sum certain. In addition, Defendant is a corporate entity, and therefore is not an infant or incompetent person.

Accordingly, Plaintiffs' Motion for Entry of Default Judgment and Default Judgment (Doc. 14) is hereby **GRANTED**, and the Court hereby **DIRECTS** the Clerk enter default judgment against Defendant in the amounts of \$181,934.96 in favor of Plaintiff ADP, Inc. Dealer Services Group and \$81,241.82 in favor of Plaintiff ADP Commercial Leasing, LLC.

This case shall be closed and stricken from the docket of this Court.

IT IS SO ORDERED.


Michael H. Watson, Judge
United States District Court

¹However, the Court notes that Plaintiffs' Motion states that only \$71,241.82 is due under the Master Equipment Lease Agreement.